

[23-12347-amc William E. Sullivan, Jr.](#)

Type: bk	Chapter: 13 v	Office: 2 (Philadelphia)
Assets: y	Judge: amc	Case Flag: Repeat-PAEB, RepeatPACER

**U.S. Bankruptcy Court**

**Eastern District of Pennsylvania**

Notice of Electronic Filing

The following transaction was received from DENISE ELIZABETH CARLON entered on 11/15/2024 at 11:04 AM EST and filed on 11/15/2024

**Case Name:** William E. Sullivan, Jr.

**Case Number:** [23-12347-amc](#)

**Document Number:** [65](#)

**Docket Text:**

Motion for Relief from Stay *re: 3121 Holly Road, Philadelphia, PA, 19154*. Fee Amount \$199.00, Filed by Rocket Mortgage, LLC f/k/a Quicken Loans, LLC f/k/a Quicken Loans Inc. Represented by DENISE ELIZABETH CARLON (Counsel). Objections due by 11/29/2024. (Attachments:# (1) Proposed Order# (2) Note# (3) Mortgage# (4) Assignment of Mortgage# (5) Service List) (CARLON, DENISE)

The following document(s) are associated with this transaction:

**Document description:**Main Document

**Original filename:**Sullivan MFR.pdf

**Electronic document Stamp:**

[STAMP bkecfStamp\_ID=1008166204 [Date=11/15/2024] [FileNumber=32359471-0] [111b1c549de12bbfe4bc49fcl55a0589f207768f8d379b2ea046d1206922675e6c12757b39c54328c0801d85e0e4f86258842e43409f02a74d8b2d0d569763]]

**Document description:**Proposed Order

**Original filename:**C:\fakepath\Sullivan Order.pdf[

**Electronic document Stamp:**

[STAMP bkecfStamp\_ID=1008166204 [Date=11/15/2024] [FileNumber=32359471-1] [6d379460c89d3c2982e8cd3a602f8c13156f631b0d7ecaceba8e68f3d6d2ca7022661d703267d3212cbcablcb74a9c38ab2fac803a69d62168e2d43ef88e7a6c]]

**Document description:** Note

**Original filename:**C:\fakepath\Sullivan Note.pdf

**Electronic document Stamp:**

[STAMP bkecfStamp\_ID=1008166204 [Date=11/15/2024] [FileNumber=32359471-2] [314ac48718296eed396ee6c71b5a278eb7ef6b754bfffbb3052381db16217b0b2c29ef3943a65b57eb0b62a14b34a175a07227b1le0026408e3dd9fdla39786]]

**Document description:** Mortgage

**Original filename:**C:\fakepath\Sullivan Mortgage.pdf

**Electronic document Stamp:**

[STAMP bkecfStamp\_ID=1008166204 [Date=11/15/2024] [FileNumber=32359471-3] [82996d30e6602b7d1038ebe470956806fd777a9d22f9d408fd6c9bf157895e8f040dd2b5854135a99cd60f7d87a78cac0ec53c689e2b8b23aa0bbac2f7876139]]

**Document description:** Assignment of Mortgage

**Original filename:**C:\fakepath\Sullivan AOM.pdf

**Electronic document Stamp:**

[STAMP bkecfStamp\_ID=l008166204 [Date=l 1/15/2024] [FileNumber=32359471-4] [51b0f6fe4490bd9bb9clc32ccb874cbe3c8200fil2dacc0687fa2al610ff955ee487217a3438eb9c2678db63210a352aelecc37e9c5c04af7169dda1960649f4e]]

**Document description:Service List**

**Original** filename:C:\fakepath\Sullivan COS.pdf

**Electronic document Stamp:**

[STAMP bkecfStamp\_ID=l008166204 [Date=l 1/15/2024] [FileNumber=32359471-5] [649a4bf94acf33d93b07c00a7e902a37ecbbac4265bd525c199b5da3444f9892a75107a7455238dd0007325f6931020bfbdcc530e68e7dlb7d6aa764b4233beefj]

**23-12347-amc Notice will be electronically mailed to:**

DENISE ELIZABETH CARLON on behalf of Creditor Rocket Mortgage, LLC f/k/a Quicken Loans, LLC f/k/a Quicken Loans Inc.

bkgroup@kmlawgroup.com

SHARON S. MASTERS on behalf of Debtor William E. Sullivan, Jr.

shmasters@hotmail.com, G65312@notify.cincompass.com

United States Trustee

USTPRegion03.PH.ECF@usdoj.gov

KENNETH E. WEST

ecfemails@ph13trustee.com, philaecf@gmail.com

KENNETH E. WEST on behalf of Trustee KENNETH E. WEST

ecfemails@ph13trustee.com, philaecf@gmail.com

**23-12347-amc Notice will not be electronically mailed to:**

Atlas Acquisitions LLC

492C Cedar Lane, Ste 442

Teaneck, NJ 07666

Quantum3 Group LLC as agent for

Sadino Funding LLC

PO Box 788

Kirkland, WA 98083-0788

IN RE: William E. Sullivan Jr. Debtor(s)	CHAPTER 13
Rocket Mortgage, LLC f/k/a Quicken Loans, LLC f/k/a Quicken Loans Inc. Movant	
vs.	NO. 23-12347 AMC
William E. Sullivan Jr. Debtor(s)	
KENNETH E. WEST ESQUIRE Trustee	11 U.S.C. Section 362

**RESPONSE TO MOTION OF Rocket Mortgage, LLC f/k/a Quicken Loans, LLC f/k/a  
Quicken Loans Inc.  
FOR RELIEF FROM THE AUTOMATIC STAY  
UNDER SECTION 362**

1. Admitted.
2. Admitted.
3. Denied. Strict proof is demanded..
4. Admitted.
5. Admitted.
6. Denied.
7. Denied.
8. Denied.
9. Denied.
10. No response is required.

WHEREFORE, Debtor/Respondent Movant prays that an Order be entered denying the Motion for Relief from Stay.

/s/ Sharon S. Masters  
Sharon S. Masters, Esq.

Attorney for Debtor/Respondent

IN RE: William E. Sullivan Jr.

Debtor(s)

CHAPTER 13

Rocket Mortgage, LLC f/k/a Quicken Loans, LLC f/k/a  
Quicken Loans Inc.

Movant

vs.

NO. 23-12347 AMC

William E. Sullivan Jr.

Debtor(s)

KENNETH E. WEST ESQUIRE

Trustee

**11** U.S.C. Sections 362

**ORDER**

AND NOW, this            day of            , 2024 at Philadelphia, upon consideration of the Motion for Relief, Debtor's Response thereto, and the entire record, it is hereby ORDERED that the Motion is DENIED.

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Ashely M. Chan, Chief Judge  
United States Bankruptcy Court

Sullivan Jr, W, 111am

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PA  
(State)

PA  
(State)

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VMPIR(PA) (1603).00  
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5. **LOAN CHARGES.** If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.
6. **BORROWER'S FAILURE TO PAY AS REQUIRED**
- (A) **Late Charge for Overdue Payments.** If the Note Holder has not received the full amount of any monthly payment by the end of Fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 4.000% of my overdue payment of principal and interest.
- I will pay this late charge promptly but only once on each late payment.
- (B) **Default.** If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.
- (C) **Notice of Default.** If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.
- (D) **No Waiver By Note Holder.** Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.
- (E) **Payment of Note Holder's Costs and Expenses.** If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees. I will pay the Note Holder back for those expenses paid by the Note Holder both before and after any Survival Event as defined in this Note.
7. **GIVING OF NOTICES.** Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.
- Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.
8. **OBLIGATIONS OF PERSONS UNDER THIS NOTE.** If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.
9. **WAIVERS.** I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. **UNIFORM SECUREDNOTE.** This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

11. **EFFECT OF SURVIVAL EVENTS.** For purposes of this Note, "Survival Event" is defined as follows:
- (A) any default described in Section 6(B) of this Note;
  - (B) Noteholder requiring me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount under Section 6(C) of this Note;
  - (C) Noteholder requiring immediate payment in full of all sums secured by the Security Instrument;
  - (D) the Maturity Date as defined in this Note;
  - (E) the entry of any judgment against me under this Note; and
  - (F) the entry of any judgment under the Security Instrument.

This is a contract under seal and may be enforced under 42 PA. C.S. Section 5529(b).

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

  
William Sullivan Jr.

03/09/2017 (Seal)  
-Borrower

----- (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

**D** Refer to the attached *Signature Addendum* for additional parties and signatures.

**Without (and Only)**  
Pay To the Order of

Loan Originator: Guicken Loans Inc.

**NMLS ID:**

Loan Originator: William Lemon

**NMLS ID:**

  
By:   
CAPTURE MANAGER

Receipt#:-

Records Department

Doc Code:

MORTGAGE  
COVERSHEET

BRT#

RECORD AND RETURN TO:

All Service Abstract  
314 West Lincoln Highway  
Suite# 1  
Penndel, PA 19047

PREPARED BY:

Robert Bowlson  
1050 Woodward Ave  
Detroit, MI 48226-1906

22 pages



Parcel Number:

**Prepared By:**

Robert Bowlson  
1050 Woodward Ave  
Detroit, MI 48226-1906  
(313) 373-0000

**Return To:**

Document Management  
Quicken Loans Inc.  
1050 Woodward Ave  
Detroit, MI 48226-1906

**Premises:**

3121 Holly Rd  
Philadelphia, PA 19154-1707

Mortgage

MIN:

ii = J

**DEFINITIONS**

Words used in multiple sections of this document are **defined** below and other words are defined in Sections J. 10, 12, 17, 19 and 21. Certain uses regarding the usage of words used in this document are also provided in Section I.

(A) "**Security Instrument**" means this document, which is dated March 9, 2017, together with all Riders to this document.

R: S-Pennsylvania  
Bankers S.r.l. <TIS> VIAP ®  
Wolter; Kluwer Financial Service

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Page 1 of 20

## Exhibit A

ALL THAT CERTAIN land and premises, Situate in the 66th Ward of the City of Philadelphia and State of Pennsylvania.

BEGINNING at a point in the Northeasterly curved line of Holly Road distance 201.90 feet Southeastwardly measured along the tangent and curved Northeasterly line of Holly Road from the Southeasterly end of the curve connecting the Northeasterly line of Holly Road with the Southeasterly line of Sweet-Briar Road said connecting curve having a radius of 15 feet, said beginning point also being in the extended middle line of party wall between premises herein described and premises adjoining on the Northwest; thence Southwestwardly along the curved Northeasterly line of Holly Road curving to the left with a radius of 732.87 feet an arc distance of 18.03 feet to a point in the extended middle line of party wall between premises herein described and premises adjoining on the Southeast; thence North 37 degrees 38 minutes 54 seconds East through the middle line of last mentioned party wall and the extensions thereof 157.77 feet to a point; thence Northwestwardly along a curve, curving to the right, with a radius of 575.37 feet an arc distance of 18.04 feet to the extended middle line of the first mentioned party wall; thence South 37 degrees 38 minutes 54 seconds West through the middle line of said party wall and the extensions thereof 157.57 feet to the place of beginning.

BEING Lot No. 126 as shown on Rambler Park **Plan** of Lots for the Mack Building Co., by William Spencer Erwin, Civil Engineer dated the 19th day of January A.D. 1959, Revised the 3rd day of February A.O. 1959.

TOGETHER with and subject to the free use in common with adjoining owners, tenants and occupiers on the Northwest io and to the Common Driveway between premises herein described and premises adjoining on the Northwest and the common walkway between premises herein described and premises adjoining on the Southeast.

BEING known as No. 3121 Holly Road.

OPANO. 

BEING the same premises which John W. Wiley, **Jr.**, by Deed dated 10/14/2005 and recorded 10/27/2005 in the Office of the Recorder of Deeds in and for the County of Philadelphia in Document No. 51301128, granted and conveyed unto Michele A. Morgan.



(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

☒ Adjustable Rate Rider      ☒ Condominium Rider      ☐ Planned Unit Development Rider  
☐ Other **Legal Attached**  
☒ Rehabilitation Loan Rider

- (I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
- (J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (L) "Escrow Items" means those items that are described in Section J.
- (M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- (N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under this Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- (P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

- (Q) "Secretary" means the Secretary of the United States Department of Housing and Urban Development or his designee.
- (R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the

County of Philadelphia  
(Type of Recording Jurisdiction) (Name of Recording Jurisdiction)

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.  
SUBJECT TO COVENANTS OF RECORD.

which currently has the address of  
3121 Holly Rd

Philadelphia (City), Pennsylvania 19154-1707 (Zip Code)  
("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal, Interest, Escrow Items, and Late Charges.** Borrower shall pay when due the principal and all interest on, the debt evidenced by the Note and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following form as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements required by this Security Instrument.

- 2. Application of Payments or Proceeds.** Except as expressly stated otherwise in this Security Instrument or the Note, all payments accepted and applied by Lender shall be applied in the following order of priority:

First, to the Mortgage Insurance premiums to be paid by Lender to the Secretary or the monthly charge by the Secretary in lieu of the monthly mortgage insurance premiums;

Second. to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third. to interest due under the Note;

Fourth. to amortization of the principal of the Note; and,

Fifth. to late charges due under the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums to be paid by Lender to the Secretary or the monthly charge by the Secretary instead of the monthly Mortgage Insurance premiums. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 14 and, upon such revocation, Borrower shall pay to Lender all funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the ESCTow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender c.in agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that

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Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower. Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible, and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of

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Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid **under** the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that this requirement shall cause undue hardship for the Borrower or unless extenuating circumstances exist which are beyond Borrower's control.
7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property. Allow the Property to deteriorate or commit waste on the Property. Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or Condemnation proceeds are paid in connection with damage to the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

If condemnation proceeds are paid in connection with the taking of the property, Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts, and then to payment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments or change the amount of such payments.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or coconspirator gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If

(a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or **insuring** the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may **take** action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. **Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender

may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of

any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.
12. **Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by **Lender**, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless **Lender** agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 19) and benefit the successors and assigns of **Lender**.

13. **Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. Lender may collect fees and charges authorized by the Secretary. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the

charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment with no changes in the due date or in the monthly payment amount unless the Lender agrees in writing to those changes. Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

- 14. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.
- 15. Governing law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law, Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include the corresponding words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

- 16. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 17, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to reinstatement of a mortgage. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. However, Lender is not required to reinstate if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding; (ii) reinstatement will preclude foreclosure on different grounds in the future; or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order, (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.

19. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects





Environmental Law. (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

- 22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 17 unless Applicable Law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence to the extent permitted by Applicable Law.
- 23. Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. **Waivers.** Borrower, to the extent pennitted by Applicable Law, waives and releases any error or defects in proceedings to enforce thls Security Instrument. and hereby waives the benefit of any present or future laws providing for stay of cxocution, extension of time, exemption from attachment, levy and sale, and homestead exemption.
25. **ReinstatementPeriod.** Borrower's time to reinstate provided in Se:-tion 18 shall **extend** to one hour prior to the commencement of bidding at a sheriffs sale or other sale pursuant to this Security Instrument.
26. **PurchaseMoney Mortgage.** If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, thlis Security Instrument shall be a purchase money mortgage.
27. **Effect of Survival Events.** Both before and after any Survival Event, as defined below, Borrower shall:
- (A) pay Funds for Escrow Items or pay Escrow Items directly as provided in Section 3 of this Security Instrument;
  - (B) pay the amounts and take the: actions required by Section 4 of this Security Instrument;
  - (C) maintain insurance coverages and taJce the other actioas required by Section 5 of this Security Instrument;
  - (D) maintain. repair and restore the Property and take the other actions required by tion 7of this Security Instrument;
  - (E) if this Security Instrument is on a leasehold, comply with all the provisions of the lease;
  - (f) treat any amounts disbursed by Lender under Section 9 of this Security Instrument as additional debt of Borrower secured by this Security lostrument;
  - (G) maintain and pay the premiums for Mortgage Insurance. or make payments to Lender if Mortgage Insurance coverage is not available. and take the other actions **required** by Section 3 of this Security loslrumment
  - (HI pennit the collectioo and application of miscellaneous proceeds as required by Section 10 of this Security Instrument;
  - (I) pay the fees required by Section 13 of this Security Instrument;
  - (J) continue to abide by the restrictions and take the actions required by Section 21 of this Security Instrument;
  - {]O) pay any collection expenses under Section 22 of this Security Instrument; aod
  - (L) pay interest at the rate payable from time to time under the Note.

"Survival Event" means any of the following:

- (A) all y default described in the Note;
  - (8) Lender requiring Borrower to pay immediately the full amount of Principal which has not been paid an<l all the interest that &mower owes on that amount under the Note;
  - (C) Lender requiring immediate payment in full of all sums secured by this Security Instrument as described in the Note and Sections 17 and 22 of this Security Instrument;
  - (D) the Maturity Date as defined in the Note;
  - (E) the entry of any judgment against Borrower under the Note; and
  - (F) the entry of any judgment under this Security Lnstrument
28. **Attorneys' Fees.** As used in this Security Instrn11nent and the Note, attorneys' fees shall include those awarded by an appellate collrt and any attorneys' fees incurred in a bankruptcy proceeding.
29. **Jury Trial Waiver.** The Borrower hereby waives any right to a trial by jury in any action. proceeding, claim, or counterclaim. whether in contract or tort, at law or in equity. arising out of or in any way rel::ited to this Security Instrument or the Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

\_\_\_\_\_ **???**

William Sullivan Jr

03/09/2017\_ (Seal)

**-Borrower**

\_\_\_\_\_ **muw**

Angela Le Hagey

03/09/2017\_ (Seal)

**-Borrower**

\_\_\_\_\_ (Seal)

**-Borrower**

\_\_\_\_\_ (Seal)

**-Borrower**

**D** Refer to the: attached *Signature Addendum* for additional parties and signatures.

**Acknowledgment**

State of Pennsylvania

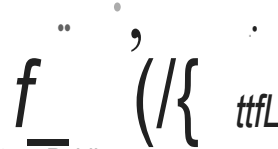
County of Philadelphia

On March 9, 2017, before me,

the undersigned officer, personally appeared William Sullivan Jr. a single man and Angela Marie Hagey, a single woman

known to me, (or satisfactorily proven) to be the person whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof I hereunto set my band and official seal.

  
\_\_\_\_\_  
Notary Public


COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Karen M Hudnell, Notary Public  
Pennel Boro, Bucks County  
My commission expires October 22, 2021

My commission expires:

**Certificate of Residence**

I, William Sullivan Jr., do hereby certify that the correct address of the within-named Lender is 1050 Woodward Ave. Detroit, MI 48226.

Witness my hand and seal of this 9th day of June 2017.

  
\_\_\_\_\_  
Agent of Lender

**Loan Originator** Guicken Loans Inc.

**NMLS ID:-**

Loan **Originator** William Lemon

**NMLS ID:** \_\_\_\_\_

F A Mortgage With MERS-Pennsylvania  
eScribe Systems VMP ©  
W&L, Kluwer Financial Services

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Page 20 of 20

Receipt#:

Records epa men Doc Code:

Parcel Number:

Premises: 3121 Holly Rd Philadelphia PA, 19154

Recording Requested By: Return To:

Final Docs Team

1050 Woodward Ave.

Detroit, MI 48226

This Instrument Prepared By:

Akshdeep Dhaliwal

Quicken Loans Inc.

1050 Woodward Ave.

Detroit, MI 48226

Tel. No.: (313) 373-0015

## Assignment of Mortgage

FOR VALUE RECEIVED, Mortgage Electronic Registration Systems, Inc. ("MERS") as nominee for QUICKEN LOANS INC. whose address is 1901 E. Voorhees Street, Suite C, Danville, IL 61834; P.O. Box 2026, Flint, MI 48501-2026 its successors and assigns, does hereby grant, assign, transfer and convey, unto Quicken Loans Inc.

organized and existing under the laws of the state of Michigan (herein "Assignee"), whose address is 1050 Woodward Ave. Detroit, MI 48226

and assigns, all its right, title and interest in and to a certain Mortgage dated March 9, 2017 made and executed by

WILLIAM SULLIVAN JR. A SINGLE MAN AND ANGELA MARIE FLAGLEY, A SINGLE WOMAN

whose address is 3121 Holly Rd Philadelphia PA, 19154

to and in favor of Mortgage Electronic Registration Systems, Inc. ("MERS") as a nominee for QUICKEN LOANS INC. its successors and assigns upon the following described property situated in PHILADELPHIA County, State of Pennsylvania

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF SUBJECT TO COVENANTS OF RECORD.

T ( Parcel#-

Mortgage Recorded On: 03/11/2017

8-00k/Liberl:

Document Number: 53187046

MIN:

MERS Phone:

such Mortgage having been given to secure payment of  
One Hundred Seventy Six Thousand Six Hundred Forty One Dollars and 00/100  
(\$ 176,641.00 ) (Include the Original Principal Amount) which Mortgage is of record  
in Bouk. Volume, or Liber NJ. • ,ll page (or as No.  
53 J 87046 ) of the Records of  
PHILADELPHIA County, State of

P'enus.ylv<1nia and all rights accmed or to accrue under such Mortgage.  
TO HAVE AND TO HOLD, the same unto Assignee, its successors and assigns, forever, subject only to  
the-terms and conditions of the above-de cribed Mortgage.

'-- iN \WITNESS WHEREOF, the undersigned Assignor has cllecuted this Assignment of Mortgage on

July"l9t,2018

Witness Pamela Alford

Witness Donnell Smith

Mortgage Etc. • nic Reg;stration Systems, rue.  
("I\IERS") . m>n inee for  
QUICKEN OANS NC, its successors and assigns

Uy: \_\_\_\_\_ (Signature)

:-l:uue:Joanna Emler

Title: Assistant Secretary of MERS

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C'O\llty of W:tyne-

O1107/19/2018 . beforr!nlt Shamara Phillips . a Not:try Public of Michigan. personally appeared  
Joanna Emler . .-h t5l,mt cc:iC"tary ClfMortgag(' El('ctrouu: Regi.-.lnnon Sy.-.tem . Inc. peIT,on:illy known  
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ubr;cnb d 10 withw. imllllJllent .:md acknowledged to me th:it he--c;he'tlley exernrtd the- sa111e in his:11er'rhrr  
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upon behalf of which rhe per<;otll s) acred. executed rhe in">m101 lt.

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mtZl f:d- £  
:unc: Shamara Phillips  
I ItlL-:Notary P\lblic

SHAMARAA. PHILLIPS  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF WAYNE  
My Commission Expires September 15, 2024  
Acting in lthe County of n e

Assignment of Mortgage

Between:

Mortgage Electronic Registration Systems, Inc. ("MERS")

And QUICKEN LOANS INC.

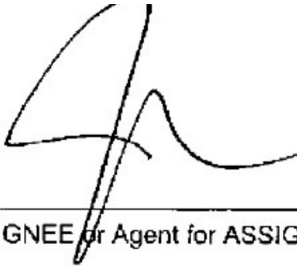
Quicken Loans Inc.

Mail To: Final Docs Team  
Quicken Loans Inc.  
1050 Woodward Ave.  
Detroit, MI 48226

Certificate of Residence

I, Joanna Emler do hereby certify that ASSIGNEE'S precise residence is  
1050 Woodward Ave. Detroit, MI 48226.

Witness my hand on July 19th, 2018

  
ASSIGNEE or Agent for ASSIGNEE



(t Com . . !!. -

File No. [REDACTED]

Commitment No. [REDACTED]

#### LEGAL DESCRIPTION

ALL THAT CERTAIN land and premises, Situate in the 66th **Ward** of the City of Philadelphia and State of Pennsylvania.

BEGINNING at a point In the Northeasterly curved line of Holly Road distance 201.90 feet Southeastwardly measured along the tangent and curved Northeasterly line of Holly Road from the Southeasterly end of the curve connecting the Northeasterly line of Holly Road with the Southeasterly line of Sweet-Briar Road said connecting curve having a radius of 15 feet, said beginning point also being in the extended middle line of party wall between premises herein described and premises adjoining on the Northwest; thence Southwestwardly along the curved Northeasterly line of Holly Road curving to the left with a radius of 2.87 feet an arc distance of 18.03 feet to a point in the extended middle line of party wall between premises herein described and premises adjoining on the Southeast; thence North 37 degrees 38 minutes 54 seconds East through the middle line of last mentioned party wall and the extensions thereof 157.77 feet to a point; thence Northwestwardly along a curve, curving to the right, with a radius of 575.37 feet an arc distance of 18.04 feet to the extended middle line of the first mentioned party wall; thence South 37 degrees 38 minutes 54 seconds West through the middle line of said party wall and the extensions thereof 157.57 feet to the pface of beginning.

BEING Lot No. 126 as shown on Rambler Park Plan of Lots for the Mack Building Co., by William Spencer Erwin, Civil Engineer dated the 19th day of January A.O. 1959, Revised the 1rd day of February A.O. 1959.

TOGETHER with and subject to the free use in common with adjoining owners, tenants and occupiers on the Northwest in and to the Common Driveway between premises herein described and premises adjoining on the Northwest and the common walkway between premises herein described and premises adjoining on the Southeast.

BEING known as No. 3121 Holly Road.

Of>ANO [REDACTED]

BEING the same premises which John W. Wliey, Jr., by Deed dated 10/14/2005 and recorded 10/27/2005 In the Office of the Recorder of Deeds In and for the County of Phladelphia In Document No. 51301128, granted and conveyed unto Michele A. Morgan.

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: William E. Sullivan Jr.  Debtor(s)  Rocket Mortgage, LLC f/k/a Quicken Loans, LLC f/k/a Quicken Loans Inc.  Movant  vs.  William E. Sullivan Jr.  Debtor(s)  KENNETH E. WEST ESQUIRE  Trustee	CHAPTER 13          NO. 23-12347 AMC          11 U.S.C. Section 362
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**CERTIFICATE OF SERVICE**

I, Denise Carlon, Esq., attorney for Movant, do hereby certify that I caused true and correct copies of the foregoing Motion of Rocket Mortgage, LLC f/k/a Quicken Loans, LLC f/k/a Quicken Loans Inc. for Relief From Automatic Stay and NOTICE OF MOTION, RESPONSE DEADLINE AND HEARING DATE to be served on November 15, 2024 by first class mail, and/or electronic means upon those listed below:

Debtor(s)  
William E. Sullivan Jr.  
3121 Holly Road  
Philadelphia, PA 19154

Attorney for Debtor(s)  
SHARON S. MASTERS, ESQUIRE  
132 Overleaf Drive  
Thorndale, PA 19372  
**VIA ECF**

Trustee  
KENNETH E. WEST ESQUIRE  
830 Lansdowne Avenue (VIA ECF)  
Drexel Hill, PA 19026  
**VIA ECF**

Office of the US Trustee  
United States Trustee  
Office of the U.S. Trustee Robert N.C. Nix  
Federal Building  
900 Market Street Suite 320  
Philadelphia, PA 19107

Date: November 15, 2024

/s/ Denise Carlon  
Denise Carlon, Esquire  
KML Law Group, P.C.  
701 Market Street, Suite 5000  
Philadelphia, PA 19106-1532  
Phone: (215) 627-1322 Fax: (215) 627-7734  
Attorneys for Movant/Applicant

[23-12347-amc William E. Sullivan, Jr.](#)

Type: bk	Chapter: 13 v	Office: 2 (Philadelphia)
Assets: y	Judge: amc	Case Flag: Repeat-PAEB, RepeatPACER

**U.S. Bankruptcy Court**

**Eastern District of Pennsylvania**

Notice of Electronic Filing

The following transaction was received from DENISE ELIZABETH CARLON entered on 11/15/2024 at 11:06 AM EST and filed on 11/15/2024

**Case Name:** William E. Sullivan, Jr.

**Case Number:** [23-12347-amc](#)

**Document Number:** [66](#)

**Docket Text:**

Notice of (related document(s): [65] Motion for Relief from Stay *re: 3121 Holly Road, Philadelphia, PA, 19154*. Fee Amount \$199.00,) Filed by Rocket Mortgage, LLC f/k/a Quicken Loans, LLC f/k/a Quicken Loans Inc.. Hearing scheduled 12/10/2024 at 11:00 AM at Courtroom #4. (Attachments: # (1) Service List) (CARLON, DENISE)

The following document(s) are associated with this transaction:

**Document description:**Main Document

**Original filename:**Sullivan NOH.pdf

**Electronic document Stamp:**

[STAMP bkecfStamp\_ID=1008166204 [Date=11/15/2024] [FileNumber=32359478-0] [555f07be4a8b3fla582e8645fff35bc66ff14d624b5516ff496d5e409806c4f2fef79602b56476ba9882909d04c29633f6186b37ee42b97eed9a93fe978e73ad]]

**Document description:**Service List

**Original filename:**C:\fakepath\Sullivan COS.pdf

**Electronic document Stamp:**

[STAMP bkecfStamp\_ID=1008166204 [Date=11/15/2024] [FileNumber=32359478-1] [5c3fc9421d943194a70276b694a49a35dd8de5ef3adel84e8fdc53c38e3ea097cebe87f85a0d237394055ab20e2962aa030bb8650579d9c7c6435de208948409]]

**23-12347-amc Notice will be electronically mailed to:**

DENISE ELIZABETH CARLON on behalf of Creditor Rocket Mortgage, LLC f/k/a Quicken Loans, LLC f/k/a Quicken Loans Inc.  
bkgroup@kmlawgroup.com

SHARON S. MASTERS on behalf of Debtor William E. Sullivan, Jr.  
shmasters@hotmail.com, G65312@notify.cincompass.com

United States Trustee  
USTPRegion03.PH.ECF@usdoj.gov

KENNETH E. WEST  
ecfemails@ph13trustee.com, philaecf@gmail.com

KENNETH E. WEST on behalf of Trustee KENNETH E. WEST  
ecfemails@ph l 3trustee.com, philaecf@gmail.com

**23-12347-amc Notice will not be electronically mailed to:**

Atlas Acquisitions LLC  
492C Cedar Lane, Ste 442  
Teaneck, NJ 07666

Quantum3 Group LLC as agent for  
Sadino Funding LLC  
PO Box 788  
Kirkland, WA 98083-0788

LOCAL BANKRUPTCY FORM 9014-3  
IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: William E. Sullivan Jr. Debtor(s)	CHAPTER 13
Rocket Mortgage, LLC f/k/a Quicken Loans, LLC f/k/a Quicken Loans Inc. Movant	
vs.	NO. 23-12347 AMC
William E. Sullivan Jr. Debtor(s)	
KENNETH E. WEST ESQUIRE Trustee	11 U.S.C. Section 362

**NOTICE OF MOTION, RESPONSE DEADLINE  
AND HEARING DATE**

Rocket Mortgage, LLC f/k/a Quicken Loans, LLC f/k/a Quicken Loans Inc. has filed a Motion for Relief from Stay, with the court for Relief from the Automatic Stay of Section 362.

**Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult an attorney.)**

1. If you do not want the court to grant the relief sought in the motion, then on or before **November 29, 2024** you or your attorney must do all of the following:

- (a) file an answer explaining your position at:  
United States Bankruptcy Court  
Robert N.C. Nix Building  
900 Market Street, Suite 400  
Philadelphia, PA 19107-4299

If you mail your answer to the bankruptcy clerk's office for filing, you must mail it early enough so that it will be received on or before the date stated above; and

- (b) mail a copy to movant's attorney:  
Bankruptcy Group  
KML Law Group, P.C.  
Suite 5000 - BNY Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106-1532

2. If you or your attorney do not take the steps described in paragraphs 1(a) and 1(b) above and attend the hearing, the court may enter an order granting the relief requested in the motion.

3. A hearing on the motion is scheduled to be held before the Honorable Ashely M. Chan, the United States Bankruptcy Judge, in Courtroom 4 at the United States Bankruptcy Court, Robert N.C. Nix Building, 900 Market Street, Suite 400, Philadelphia, Pa. 19107-4299 on **December 10, 2024, at 11am**, or as soon thereafter as counsel can be heard, to consider the motion.

4. If a copy of the motion is not enclosed, a copy of the motion will be provided to you if you request a copy from the attorney named in paragraph 1(b).

5. You may contact the Bankruptcy Clerk's office at 215-408-2800 to find out whether the hearing has been canceled because no one filed an answer.

/s/ Denise Carlon  
Denise Carlon, Esquire  
KML Law Group, P.C.  
701 Market Street, Suite 5000  
Philadelphia, PA 19106-1532  
Phone: (215) 627-1322 Fax: (215) 627-7734  
Attorneys for Movant/Applicant

November 15, 2024

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: William E. Sullivan Jr.  Debtor(s)  Rocket Mortgage, LLC f/k/a Quicken Loans, LLC f/k/a Quicken Loans Inc.  Movant  vs.  William E. Sullivan Jr.  Debtor(s)  KENNETH E. WEST ESQUIRE  Trustee	CHAPTER 13          NO. 23-12347 AMC          11 U.S.C. Section 362
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William E. Sullivan Jr.  
3121 Holly Road  
Philadelphia, PA 19154

Attorney for Debtor(s)  
SHARON S. MASTERS, ESQUIRE  
132 Overleaf Drive  
Thorndale, PA 19372  
**VIA ECF**

Trustee  
KENNETH E. WEST ESQUIRE  
830 Lansdowne Avenue (VIA ECF)  
Drexel Hill, PA 19026  
**VIA ECF**

Office of the US Trustee  
United States Trustee  
Office of the U.S. Trustee Robert N.C. Nix  
Federal Building  
900 Market Street Suite 320  
Philadelphia, PA 19107

Date: November 15, 2024

/s/ Denise Carlon  
Denise Carlon, Esquire  
KML Law Group, P.C.  
701 Market Street, Suite 5000  
Philadelphia, PA 19106-1532  
Phone: (215) 627-1322 Fax: (215) 627-7734  
Attorneys for Movant/Applicant